

# EXHIBIT E

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**From:** ken siazon <[ksiazon@gmail.com](mailto:ksiazon@gmail.com)>  
**Sent:** Sunday, August 21, 2016 12:02 AM  
**To:** Tim Leissner  
**Subject:** Re: Fw: Document  
**Attachments:** signed agreement august 2016 Cuscaden Capital Ken Siazon.pdf

okay. Attached is a pdf copy for your reference

On Sun, Aug 21, 2016 at 12:22 AM, Tim Leissner <[tim\\_leissner@yahoo.com](mailto:tim_leissner@yahoo.com)> wrote:  
fyi

----- Forwarded Message -----

**From:** Judy Chan  
**To:** tim leissner leissner <[tim\\_leissner@yahoo.com](mailto:tim_leissner@yahoo.com)>  
**Sent:** Saturday, August 20, 2016 8:54 AM  
**Subject:** Document

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Ken Siazon  
[ksiazon@gmail.com](mailto:ksiazon@gmail.com)  
Tel: +65-9182-2358

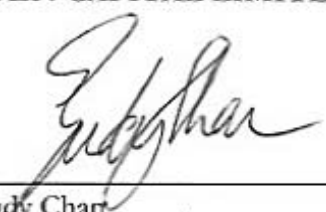
**CONFIDENTIAL  
BINDING TERM SHEET**

**CUSCADEN CAPITAL LIMITED – SALE AND PURCHASE AGREEMENT**

|   |   |
|---|---|
| <b>Seller</b>   | Cuscaden Capital Limited (“Cuscaden” or “Company”)  |
| <b>Investor</b>   | Ken I. Siazon (“Investor”).   |
| <b>Investee Entity</b>  | Cuscaden, a single purpose investment entity  |
| <b>Closing Date</b>   | As soon as practicable following the execution of this term sheet   |
| <b>Whereas</b>  | <p>Cuscaden agrees to sell Investor a stake of 13.7% of Cuscaden Capital Limited for a total consideration of US\$500,000 dollars.</p> <p>Cuscaden holds 4,101,124 shares of Celsius Holdings (CELH).</p>   |
| <b>Share for Sale</b>   | 13.7% of common shares of Cuscaden Capital Limited (“Stake”)  |
| <b>Transfer of Economic Rights in underlying equity held by the Company</b> | The Seller agrees to transfer all economic rights of any shares held by the Company, including, but not limited to, dividends, proceeds of the sale of shares held by the Company in the proportion of the Stake to the Investor. Should the Investor decide he wants to sell shares held by the Company, the Company undertakes to do so in the proportion of the Stake. In case of any distribution to the Investor of the proceeds of such sale, the Stake shall be reduced proportionally to any such sale. |
| <b>Shareholders Agreement</b>   | The Investor shall have customary minority protection rights including veto on any indebtedness or new investments to be made by the Company.   |
| <b>Representations and warranties</b>                                       | The Company and Investor, respectively, have the authority to enter into this agreement.  |
| <b>Legal force</b>  | This term sheet is governed by English law.   |

EXECUTED THIS 25th DAY OF AUGUST, 2016.

**CUSCADEN CAPITAL LIMITED**

By:   
Name: Judy Chan

By:   
Name: Ken Siazon